



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: June 3, 2015

TO: Board of County Commissioners

FROM: Tim O'Connor, Captain, Washoe County Sheriff's Office, 328-8751, toconnor@washoecounty.us

THROUGH: Mike Sullens, Washoe County Purchasing and Contracts Manager, 328-2281, msullens@washoecounty.us

Chuck Allen, Washoe County Sheriff, 328-3010, callen@washoecounty.us

*John Spencer
 KINDERSHERIFF*

SUBJECT: Recommendation to award Request for Proposal (RFP) No. 2929-15 for Medical Services-Sheriff's Office Personnel to ARC Health and Wellness Centers, 2205 Glendale Avenue, Sparks, NV 89431, in the estimated annual amount of \$135,194.32, on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a two year agreement, 7/15/15 through 7/14/17, with the option to renew for one (1) additional one (1) year period at the sole discretion of the County. (All Commission Districts)

SUMMARY

Recommendation to award Request for Proposal (RFP) No. 2929-15 for Medical Services-Sheriff's Office Personnel to ARC Health and Wellness Centers, 2205 Glendale Avenue, Sparks, NV 89431, in the estimated annual amount of \$135,194.32, on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a two year agreement, 7/15/15 through 7/14/17, with the option to renew for two (2) additional one (1) year periods at the sole discretion of the County.

Washoe County Strategic Objective supported by this item:

- Safe, Secure and Healthy Communities
- Regional Prosperity

PREVIOUS ACTION

On June 12, 2012 the Board of County Commissioners awarded Request for Proposal No. 2813-12 for Medical Services – Sheriff's Office Personnel to Concentra Medical Centers, in the estimated annual amount of \$89,337.00, Commission Order No. 12-508.

BACKGROUND

The recruitment and retention of the best-qualified and physically fit workforce is one of the top priorities of the Washoe County Sheriff's Office. The use of preplacement and annual medical exams for physically demanding occupations are good business practice, and are also required by law:

NAC 289.110 requires that no person be appointed to perform the duties of a peace officer unless he/she has undergone a medical examination performed by a licensed physician who confirms in writing that no physical condition exists which would adversely affect his performance of the duties of a peace officer. The employing agency shall inform the examining physician of the specific functions required by the position to be filled.

NRS Chapter 617 mandates that full-time police officers submit to a physical examination on an annual basis in order to qualify for coverage for lung and heart diseases, which are considered under the law to be occupational diseases of police officers. The lung and heart physical examinations are conducted during the employee's birth month each year. Furthermore, NRS 616A.035 and 616C.052 requires the Sheriff's Office to provide pre-employment and post-employment baseline testing for contagious diseases, including without limitation, hepatitis A, hepatitis B, hepatitis C and human immunodeficiency virus (HIV). The Sheriff's Office has been providing an on-going hepatitis screening and vaccination program since the 1990s.

The County requires prospective Sheriff's Office employees, as required by specific positions, to submit to a preplacement medical screening examination following an offer of employment. The purpose of the preplacement medical examination is for the examining physician to review the prospective employee's past work and medical history as well as his or her present physical condition to ensure that the prospective employee will be able to perform the physically demanding activities required by the specific job. The preplacement and annual medical examinations are job validated medical screenings developed by Med-Tox in (October 1990) specifically for the Washoe County Sheriff's Office.

The medical screenings were developed based upon the physical requirements associated with the essential job functions in accordance with the Uniform Guidelines on Employee Selection and meet the requirements of the NRS and NAC listed above.

The preplacement medical examination is conducted to ensure that the prospective employee is free of any medical condition, which could become aggravated if the individual was placed in a position, which exposed him or her to environmental or physical hazards. It also provides the opportunity to collect baseline health information from the prospective employee to document any preexisting condition that could later interfere with job performance or other activities of daily living.

In addition to the statutory requirements, Washoe County also requires incumbent Sheriff's Office sworn personnel to submit to periodic medical examinations. The purpose of the periodic medical examination is to review the employee's current medical status and present physical condition to ensure that the employee can continue to perform the physically demanding activities required by the job.

Sealed proposals were opened in the Purchasing Office at 9:00 a.m., Thursday, April 30, 2015. This RFP was duly advertised in the Reno Gazette Journal and through the online services of www.DemandStar.com. Three (3) proposals were received in good order.

A review committee comprised of Chief Deputy Russ Pedersen, Lieutenant Pete Petzing, and Julie Paholke of Human Resources, evaluated the three proposals and scored them. The review committee ranked proposers based on the proposal scores and final selection ratings. Proposal responses, evaluation criteria, scores/ratings, and final rankings are available for review by the Board and are on file in the Purchasing Office. Although Concentra Medical Centers offered a lower price, pricing was just one of several evaluation criteria, and the evaluation committee has recommended ARC Health and Wellness Centers as offering the best proposal.

Responding Proposers:

ARC Health and Wellness Centers 2205 Glendale Ste #131 Sparks, NV 89431	Estimated Annual Amount: \$135,194.32	Ranking 1
Concentra Medical Centers 255 Glendale Ave #26 Sparks, NV 89431	Estimated Annual Amount: \$91,824.50	Ranking 2
Renown Occupational Health 975 Ryland St. Reno, NV 89502	Estimated Annual Amount: \$282,936.00	Ranking 3

It is the recommendation of the review committee that the RFP be awarded to ARC Health and Wellness Centers. This award recommendation is being made to the medical provider that was determined to best meet the terms, conditions and specification of the Request for Proposals.

FISCAL IMPACT

Funds for these expenditures are approved in FY15/16 budget of the Sheriff's Office, cost center 150200, general ledger 710868 (\$123,900), cost center 150420, general ledger 710553 (\$11,100.00). Remaining cost of \$194.00 will be covered within the existing FY 15/16 Sheriff's Office budget. Funds are anticipated to be approved for all future fiscal years applicable to the Agreement and renewals.

RECOMMENDATION

It is recommended that the Board of County Commissioners award Request for Proposal (RFP) No. 2929-15 for Medical Services-Sheriff's Office Personnel to ARC Health and Wellness Centers, 2205 Glendale Avenue, Sparks, NV 89431, in the estimated annual amount of \$135,194.32, on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a two year agreement, 7/15/15 through 7/14/17, with the option to renew for one (1) additional one (1) year period at the sole discretion of the County.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to award Request for Proposal (RFP) No. 2929-15 for Medical Services-Sheriff's Office Personnel to ARC Health and Wellness Centers, 2205 Glendale Avenue, Sparks, NV 89431, in the estimated annual amount of \$135,194.32, on behalf of the Washoe County Sheriff's Office; and authorize the Purchasing and Contracts Manager to execute a two year agreement, 7/15/15 through 7/14/17, with the option to renew for one (1) additional one (1) year period at the sole discretion of the County.”

AGREEMENT FOR EMPLOYEE MEDICAL SERVICES

THIS AGREEMENT is made between the County of Washoe (hereinafter referred to as COUNTY) and ARC Health and Wellness Centers (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY requires medical services for certain WCSO employees; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the CONTRACT within the required schedule and within the scope of work as set forth in this written agreement and attachments; and,

WHEREAS, the CONTRACTOR and its employees, shall have and maintain the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this CONTRACT.

Now therefore in consideration of the mutual covenants and promises set forth, the Parties to this Agreement agree as follows:

1. MEDICAL SERVICES

CONTRACTOR agrees to provide the following medical services:

- 1.1 Pre-employment medical examinations for prospective sworn employees and designated civilian employees based upon specific job requirements pursuant to NAC 289.110.1(e).
- 1.2 Annual physical examinations for existing sworn employees in compliance with NRS 617.455, NRS 617.457, and NAC Chapter 617.
- 1.3 Administration of Hepatitis A and B vaccinations for designated employees pursuant to NRS 617.485.3(b).
- 1.4 Required medical services as identified in Attachment "A".

2. DURATION OF AGREEMENT

COUNTY agrees to retain and engage CONTRACTOR to perform said services for the period July 15, 2015 through July 14, 2017 unless terminated earlier pursuant to the provisions of Section 9, with a single one-year renewal option, at the discretion of the COUNTY.

3. COMPENSATION AND TIME OF PAYMENT

3.1 CONTRACTOR shall submit monthly invoices within ten (10) business days of the end of each month for actual services rendered. Each invoice shall have detailed documentation to include the invoice number, patient's full name, service(s) provided, date(s) of service, approved fee amount for each service, and total balance due. Invoices shall be submitted to the following address unless other billing arrangements are approved by the COUNTY:

Washoe County Sheriff's Office
Attn: Kathie Merola
911 Parr Blvd.
Reno, NV 89512

3.2 CONTRACTOR shall provide all required completed patient forms, reports, and test results to Washoe County Sheriff's Office (WCSO) prior to submission of applicable invoices.

3.3 COUNTY agrees to pay CONTRACTOR in accordance with the Attachment "C" Fee Schedule. These fees will remain firm for the duration of the initial two (2) year contract period. A new Fee Schedule must be presented in writing to the Washoe County Purchasing and Contracts Manager at least forty-five days prior to the expiration of the two (2) year contract period, for the renewal period, and shall provide documentation for the need for any such increase, which is subject to the sole approval of the COUNTY.

3.4 Payment shall be rendered within thirty (30) days of invoice receipt by COUNTY to CONTRACTOR for each invoice submitted, unless COUNTY in good faith disputes the invoice in writing within ten (10) days of receiving invoice. Payment by COUNTY of invoices or request for payments shall not constitute acceptance by COUNTY of work performed by CONTRACTOR. If COUNTY disputes invoice, CONTRACTOR shall provide all additional material necessary to substantiate the amount claimed for payment.

4. HOURS OF OPERATION AND SCHEDULING

CONTRACTOR shall maintain normal business hours of operation (Monday – Friday 8:00 a.m. – 5:00 p.m.) for scheduling of County employees.

5. CONTRACTOR RESPONSIBILITIES

5.1 At contract award, the CONTRACTOR shall provide the WCSO in writing the primary and alternate contact point to be used during the transition period as well as after contract implementation. This point of contact will be responsible for keeping the WCSO informed of transition progress and be able to respond to WCSO inquiries

within two (2) business days. The primary and alternate point of contact shall not be changed without written notification to WCSO.

- 5.2 At contract award, the CONTRACTOR shall provide the WCSO in writing a single medical examiner (Primary Physician) for contact purposes with the Washoe County Human Resources Department and the WCSO.
- 5.3 The CONTRACTOR shall be responsible for providing all labor, materials, equipment, supplies, furniture, and office area(s) required to perform the required medical services.
- 5.4 The CONTRACTOR shall be responsible for notifying the WCSO the location(s) where the various medical services will be provided.
- 5.5 The CONTRACTOR shall provide a private waiting area for WCSO employees receiving medical services under this Agreement.
- 5.6 The CONTRACTOR shall ensure WCSO employees are seen within fifteen (15) minutes of their scheduled appointment and have medical services completed within two (2) hours of their scheduled appointment.
- 5.7 The CONTRACTOR shall complete all required medical services for annual physicals in no more than two (2) appointments. A patient visit for a TB read will not as one of the aforementioned appointments.
- 5.8 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis.
- 5.9 The CONTRACTOR may be required to provide statistical information regarding medical services provided under this Agreement. This will be a matter for future negotiations between the COUNTY and the CONTRACTOR including any fees, if applicable.

6. WCSO RESPONSIBILITIES

- 6.1 At contract award, WCSO shall designate in writing a primary and alternate point of contact for all matters relative to this contract. WCSO shall provide a written notice to the CONTRACTOR should there be a subsequent change.
- 6.2 WCSO shall notify designated employees who require pre-employment or annual examinations, or other medical services and advise them to contact the CONTRACTOR.

- 6.3 WCSO shall provide all patient forms and reports necessary to perform all required medical services. These will be included in a County Medical Forms and Reports Manual that will be provided to the CONTRACTOR prior to the implementation of this Agreement. The COUNTY shall provide the CONTRACTOR updates to these forms and reports as necessary.

7. MEDICAL GUIDELINES

- 7.1 In completing required medical services, the CONTRACTOR shall utilize a MED-TOX binder titled, "Medical Screening Manual for Law Enforcement Officers", which will be provided by WCSO.

7.1.1 CONTRACTOR shall not sell, rent, lease, loan, give, share, copy or otherwise provide in any way, the MED-TOX binder or the contents thereof to other individuals, public agencies or private businesses without the written consent of COUNTY and MED-TOX Health Services. If the CONTRACTOR has facilities or offices outside Washoe County, this prohibition shall apply to those facilities as well. Upon request by the COUNTY for return of the MED-TOX binder, CONTRACTOR agrees to return same within twenty-four (24) hours.

7.1.2 CONTRACTOR acknowledges and agrees that COUNTY will suffer irreparable harm if CONTRACTOR breaches the provisions of this section. CONTRACTOR fully understands and acknowledges that monetary damages alone will be inadequate to compensate COUNTY for such breach. Accordingly, CONTRACTOR agrees that this Agreement may be enforced by specific performance or other injunctive relief, in addition to any other remedies provided by this Agreement or otherwise available at law or equity.

8. ADA AND GINA REQUIREMENTS

- 8.1 All medical examinations and determinations must be administered and evaluated in compliance with the American's with Disabilities Act of 1990 including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 and the Genetic Information Nondiscrimination Act of 2008 (GINA).

9. CANCELLATION OF AGREEMENT

- 9.1 Either the COUNTY or the CONTRACTOR may cancel this Agreement without cause, penalty, charge, or sanction on ninety (90) days written notice to the other party of their intent to terminate the Agreement.
- 9.2 COUNTY reserves the right to terminate this Agreement at any time the CONTRACTOR fails to carry out the required services (i.e., breach of contract). However, COUNTY shall agree to give the CONTRACTOR prior notice of any

deficiencies in performance, and shall state reasons for the deficiencies if known to COUNTY. If within thirty (30) days after receipt of such notice of deficiencies, the CONTRACTOR fails to cure the conditions stated to be deficient, COUNTY may terminate this Agreement. The following circumstances (including but not limited to) would result in a deficiency notification:

- 9.2.1 On evidence that CONTRACTOR fails to perform the work required by this Agreement with sufficient personnel and/or equipment to assure services as per this Agreement.
 - 9.2.2 On evidence, in the opinion of the COUNTY, of failure of CONTRACTOR to perform the work suitably (e.g. acceptable to the COUNTY) or neglects or refuses to perform such work as may be rejected as unacceptable or unsuitable.
 - 9.2.3 On evidence that the CONTRACTOR fails to perform, keep, or observe any and all of the terms contained in this Agreement.
- 9.3 COUNTY shall further reserve the right to cancel this Agreement for cause, and without prior notice and without penalty, charge, or sanction to the COUNTY under the following circumstances:
- 9.3.1 On evidence that CONTRACTOR fails to commence the work as required by this Agreement within the time specified in the Notice to Proceed.
 - 9.3.2 On evidence that CONTRACTOR discontinues the prosecution of the work or fails to resume work which has been discontinued within ten (10) business days after notice to do so.
 - 9.3.3 On evidence that CONTRACTOR shall be adjudicated as bankrupt, or is in receivership, or has made an assignment to creditors of the CONTRACTOR, or on evidence of any other indication that the financial or legal situation of the CONTRACTOR shall preclude the ability of the CONTRACTOR to continue to operate successfully.
 - 9.3.4 Upon notification of delinquency or cancellation of any required insurance coverage held by CONTRACTOR.
 - 9.3.5 On evidence that CONTRACTOR allows any final judgment to stand against him unsatisfied for a period of five (5) days.
 - 9.3.6 On evidence that CONTRACTOR has come under criminal indictment. If an individual attorney(s) of the CONTRACTOR comes under criminal indictment, they shall be precluded from performing under this Agreement.

10. FUNDING OUT CLAUSE

Notwithstanding any provision of this Agreement to the contrary, each payment obligation of the COUNTY created by this Agreement is conditioned upon the availability of funds that are appropriated or budgeted for the purposes of the Agreement. In the event that the COUNTY has failed to appropriate or budget funds for the purposes specified in the Agreement, or that COUNTY has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, the COUNTY shall provide reasonable notice of such occurrence, and the Agreement shall be terminated without penalty, charge, or sanction.

11. INSURANCE AND INDEMNIFICATION REQUIREMENTS

The CONTRACTOR agrees to provide legal representation, defend, indemnify, and hold harmless Owner, WCSO, and the employees, officers and agents of OWNER and the WCSO from any claims, legal action, liabilities, damages, or losses that may arise from the performance of this contract.

CONTRACTOR shall adhere to the insurance and indemnification requirements as specified in Attachment "B".

12. STATUS OF CONTRACTOR

The CONTRACTOR shall have the status of an "INDEPENDENT CONTRACTOR," and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the COUNTY. COUNTY and CONTRACTOR agrees to the following terms consistent with INDEPENDENT CONTRACTOR status:

- 12.1 CONTRACTOR has the right to perform services for others during the term of this Agreement
- 12.2 CONTRACTOR shall not be assigned a daily work location on COUNTY premises. However, COUNTY may occasionally provide an on-site area for Contractor to provide vaccinations/immunizations or for collection services. COUNTY may also occasionally provide an area for the CONTRACTOR'S mobile unit to perform physical examinations for new hires, annual, and periodic examinations.
- 12.3 CONTRACTOR shall perform the services required by this Agreement and CONTRACTOR agrees to the faithful performance and delivery of described services in accordance with required time frames; COUNTY shall not hire, supervise, or pay any assistants to help CONTRACTOR.
- 12.4 The COUNTY shall not require CONTRACTOR to devote full time to performing the services required by this Agreement.

Further, CONTRACTOR hereby certifies:

12.5 That CONTRACTOR is not an employee of the County, and thereby CONTRACTOR waives any and all claims to benefits otherwise provided to employees of the COUNTY, including but not limited to: medical, dental, other personal insurance; retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

12.6 That CONTRACTOR is licensed or exempted by the State or other political subdivisions to do business in accordance with applicable law.

12.7 CONTRACTOR shall be required to provide the COUNTY with their federal tax I.D. number or social security number in order to receive payment against this Agreement. CONTRACTOR understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services provided. CONTRACTOR understands that the COUNTY will file an IRS Form 1099 for all payments received.

13. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS

CONTRACTOR shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or sub-contractors to work in the United States.

14. TRANSFER OF OWNERSHIP, CHANGE OF NAME, OR CHANGE OF PRINCIPALS

CONTRACTOR agrees that, prior to any sale, transfer, business name change, change in principals, assignment or any other occurrence that alters this Agreement in any way between the CONTRACTOR and COUNTY, they shall notify the Washoe County Purchasing and Contracts Manager of their intent to make said change.

15. SUB-CONTRACTS

The COUNTY must approve, in advance, all sub-contracts entered into by the CONTRACTOR for the purpose of completing the provisions of this Agreement.

16. SEVERABILITY

It is expressly understood and agreed by the CONTRACTOR and COUNTY that in the event any term, covenant or condition in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of the term, covenant or condition shall in no way affect any other term, covenant or condition; provided, however, that the invalidity of such term, covenant or condition does not materially prejudice either the CONTRACTOR or COUNTY in their respective rights and obligations contained in the valid terms, covenants or conditions of this Agreement.

17. NONDISCRIMINATION

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, sex, sexual orientation, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the CONTRACTOR shall constitute a material breach of contract.

Further, CONTRACTOR agrees to insert this nondiscrimination provision in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials.

18. AUDITING

18.1 The CONTRACTOR shall maintain medical examination records in accordance with the State of Nevada and in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Upon contract award, the CONTRACTOR shall retain WCSO employee medical records for a minimum of three (3) years. If the CONTRACTOR is replaced for any reason, the CONTRACTOR shall transfer three (3) years of WCSO employee medical records to the COUNTY at no cost to the COUNTY.

18.1.1 The COUNTY reserves the right to subject all medical examinations to audit or review by COUNTY or external auditors to ensure appropriate procedures and practices have been followed. In the case of an audit, the CONTRACTOR must provide the information requested within fourteen (14) business days to the auditor. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

18.2 The CONTRACTOR shall maintain a complete set of financial records relating to this Agreement in accordance with generally accepted accounting practices.

18.2.1 CONTRACTOR shall permit COUNTY to inspect and audit all work materials, payrolls, books, accounts, and other financial data and records relating to its performance of this Agreement until the expiration of three (3) years after the final payment is made. Any internal costs to provide this information will be the responsibility of the CONTRACTOR.

19. INTEGRATION

This Agreement including any attachments incorporates the terms and conditions of the original Request for Proposal #2929-15 and the CONTRACTOR'S proposal response as accepted by COUNTY, and it represents the entire understanding of the parties. It may not be altered in any way without the express written consent of both parties.

20. GOVERNING LAW

The laws of the State of Nevada shall govern this Agreement executed between the CONTRACTOR and the COUNTY. Further, the place of performance and transaction of business shall be deemed to be in Washoe County, Nevada, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Nevada, and more specifically Washoe County, Nevada.

21. NOTICES

All written notices required or permitted under this Agreement shall be deemed to have been duly given when mailed postage prepaid, addressed to the designated representative of the respective parties at their address shown or at such other address as either party hereafter may designate in writing from time to time to the other party.

Except as otherwise specified, all notices under this Agreement shall be in writing. Notices to CONTRACTOR shall be addressed to:

ARC Health and Wellness Centers
Attn: Paul Granstrom
2205 Glendale Ave.
Sparks, NV 89431

Notices to COUNTY shall be addressed to:
Washoe County Sheriff's Office
Attn: Russ Pedersen, Chief Deputy
911 Parr Blvd.
Reno, NV 89512

IN WITNESS WHEREOF, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

BOARD OF COUNTY COMMISSIONERS

By: _____
M. L. Sullens, C.P.M.
Purchasing & Contracts Manager

Date: _____

Contractor:

By _____

Date _____

State of _____

County of _____

This instrument was acknowledged before me on _____
2015 by _____.

NOTARY

ATTACHMENT "A" REQUIRED MEDICAL SERVICES

A1 PRE-EMPLOYMENT MEDICAL EXAMINATIONS

Pre-employment medical examinations are required by NAC 289.110.1(e). In conducting the physical examination, the physician will consider the prospective employee's ability to perform the physical requirements of the job based upon the County's medical guidelines, essential functions, and job analysis information.

- 1.1 The WCSO Assistant Sheriff or designee shall authorize all referrals to specialists or recommendations for additional testing or treatment determined by the examination in advance. The CONTRACTOR will indicate in writing the risk factor for heart disease (being over 40 or having two or more risk factors) and if the prospective employee will be referred for a treadmill (if the treadmill is not part of the employee's exams).
- 1.2 The content of the pre-employment examination for sworn employees (civilian employees only require selected tests due to specific job requirements) is as follows:
 - 1.2.1 Doctor exam, review of medical history and reports
 - 1.2.2 TB Skin Test or Quantiferon-Gold TB Test
 - 1.2.3 Spirometry – Pulmonary Function Test
 - 1.2.4 Urine drug screen
 - 1.2.5 Chem Panel + Lipid Panel + CBC+UA
 - 1.2.6 Audiogram with interpretation (including annual reporting)
 - 1.2.7 Resting EKG
 - 1.2.8 Stress Treadmill for those over age 40, or under age 40 with two or more risk factors for heart disease
 - 1.2.9 Vision screening (Bailey-Lovie Wall Chart)
 - 1.2.10 Color vision screening: (Plate Test followed by Farnsworth D-15 if necessary)
 - 1.2.11 Chest X-ray interpreted by Radiologist
 - 1.2.12 Heart-lung medical review letter - if needed
 - 1.2.13 Immunization review (Per Center for Disease Control Guidelines Hepatitis Panel A, B, C)
 - 1.2.14 Blood pressure monitoring
 - 1.2.15 Body Mass Index
 - 1.2.16 Percent body fat by electrical impedance test or other approved medical procedure

A2 REPORT OF EXAMINATION RESULTS

For all pre-employment examinations, the physician should translate pertinent medical findings into functional placement data that can be transmitted to the Appointing Authority (hiring department). Functional assessments generally should not contain specific details of medical diagnosis but be in sufficient detail to assist the Appointing Authority in assessing the individual's capability of fulfilling employment requirements. However, it is recognized that exceptions will need to be made since it is often difficult to consider particular accommodations without knowledge of the specifics of the condition and its

impact on performance, work hours, and other factors. The Health Status Report has been designed to facilitate this process. Each examined person will be assigned to a status category (1, 2, 3, or 4) on the Health Status Report. Status categories are defined as follows:

- **Status Category 1**

This designation indicates that no medical condition has been identified that conflicts with the individual's ability to safely address the physical demands of the position being applied for or currently held.

- **Status Category 2**

This designation means that the prospective employee was found to have a medical condition that could interfere with the individual's ability to safely perform the essential duties of the position. The physician on the Health Status Report may indicate restrictions. The physician must also reference the medical guideline(s) they reviewed in reaching the recommendation. The Appointing Authority should review these restrictions and functional limitations to determine if such limitations will impose an undue hardship upon the jurisdiction's ability to provide service. The Department of Human Resources and the Primary Physician may need to consult with the Appointing Authority to assess issues of reasonable accommodation.

- **Status Category 3**

This designation indicates that the physician is not willing to make a placement decision without further evaluation, tests, and consultation with the Appointing Authority.

- **Status Category 4**

This designation is for the physician to write in other comments directed to the Appointing Authority regarding the individual's medical status. An example might be that the individual's condition is so severe that the physician cannot recommend placement of the individual into the job.

A3 DRUG SCREENING:

Drug screening is used only during pre-employment medical examinations. The successful proposer is responsible for maintaining the integrity of the specimen collection and transfer process for alcohol and drug screening and the privacy of the prospective employee, and is to avoid any conduct or remarks that might be construed as accusatorial or otherwise offensive or inappropriate.

A4 TESTING EQUIPMENT AND CONDITIONS

- 4.1 Spirometry - will be performed on equipment that meets or exceeds the current standards for National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), American Thoracic Society (ATS), and American College of Chest Physicians (ACCP) Standards for Pulmonary Function Equipment. A technician who must have current certification of completion of an approved NIOSH course on Spirometry will perform tests.
- 4.2 Audiology - testing must be performed using a soundproof booth that meets the current requirements as set forth by OSHA. Testing to be conducted by a technician with a current certification for audio logic testing from the Council for Accreditation in Occupational Hearing Conservation (CAOHC). Regular calibration is mandatory and records must be permanently maintained.
- 4.3 Stress Treadmill – A Physician needs to be present.
- 4.4 Far Visual Acuity Screening - is particularly important for the unique job demands of public safety occupations. Vision screening must be performed using a wall chart recommended by the National Academy of Sciences - National Research Council Committee (NAS-NRC) on Vision Working Group 39. The Bailey-Lovie Wall chart is one of two acceptable wall charts meeting NAS-NRC specifications. Bailey-Lovie wall charts are available from the University of Berkeley, (510) 642-0229 or online at http://optometry.berkeley.edu/opt_txtpp/student_life/ucosa/merchandise/professional_materials.html. Titmus and Ortho-Rater devices do not meet the NAS-NRC specifications and must not be used for vision screening for law enforcement.
- 4.5 Color Vision - is critical for certain COUNTY occupations. Color vision screening must be performed with a clinical test recommended by the National Academy of Science - National Research Council Committee on Vision Working Group 41. Initial testing must be with an approved Pseudoisochromatic Plate Test. Tests that meet these criteria are the Dvorine Pseudo-Isochromatic Plate Test and the Ishihara Plate Test for Color Blindness. Persons failing the initial screening test will be tested using the Farnsworth Dichotomous Test for Color Blindness (Panel D-15). The Farnsworth D-15 is available from Richmond Products (505) 275-2406 or online at http://www.richmondproducts.com/shop/index.php?route=product/category&path=317_321. Titmus and other automated tests for color vision are unacceptable, as they do not meet NAS-NRC specifications for use as screening devices.
 - 4.5.1 Color vision and visual acuity tests must be performed under the standards of illumination as recommended by the manufacturers of the tests.

A5 FORMS/REPORTS:

Prospective and existing employees will be given a physical examination utilizing examination forms specified by the COUNTY. All required forms and reports will be provided by the COUNTY in a Medical Forms and Reports Manual at the Pre-Proposal Conference. This manual will include a Medical History Form (OD-1), a Lung Examination Form (OD-2), an Extensive Heart and Limited Heart Combination Form (OD-

3/OD-4), a Hearing Examination Form (OD-5), a MED-TOX Clinical Examination Form, a Public Safety Officer Examination Recap Form, an Annual TB Skin Test Result Report, an Annual Heart-Lung/Corrective Action Response Form, a Patient Information Form, a Health Status Report, an OSHA Respiratory Questionnaire and Clearance Letter, etc.

- 5.1 Documentation of physical examination findings can be important in future workers' compensation proceedings and in evaluating whether any subsequent abnormal findings are related to a preexisting condition. The COUNTY will rely on the CONTRACTOR to clearly document abnormal physical examination findings discovered during the pre-employment medical examination.
- 5.2 Documentation of the medical decision making process is critical. The CONTRACTOR must maintain clear, accurate and retrievable written records regarding the evaluative steps, which were taken in problem cases after the initial medical evaluation was performed. For persons with complex problems, the examining physician should document the basis or rationale for subsequent placement recommendations and decisions.
- 5.3 The CONTRACTOR shall provide written medical reports of pre-employment examinations within five (5) business days of the examination, and within ten (10) business days for all other examinations, unless otherwise agreed to on a case-by-case basis. In emergency situations, a telephone call shall be made within twenty-four (24) hours of the examination. Pursuant to NRS 617.457.10, the examining physician will report in writing any predisposing conditions that may affect employee's benefits or position.

A6 MEDICAL CONSULTATION:

The Primary Physician shall provide medical consultation for the purposes of special medical interpretation of reports and "return to work" slips provided to the COUNTY by other medical practitioners. It is sometimes necessary that this be accomplished through telephone consultation or facsimile. The Primary Physician shall also be required to perform specialized medical evaluations of those employees whose physical abilities to perform certain job functions may be questionable (fitness for duty examinations, back to work examinations). Such evaluations will be in accordance with the medical guidelines established for the classification. Consultations that may also be requested by the COUNTY include case reviews, case intervention with patient's treating physician or coordination with other consultants performing services for the COUNTY. The Primary Physician shall assist the COUNTY in identifying job modifications or work restrictions for COUNTY employees when necessary.

- 6.1 The COUNTY may require the Primary Physician to provide information to or testify before screening panels or commissions or other administrative bodies regarding specific cases such as medical appeals, reasonable accommodation, and other occupational medical issues.
- 6.2 The COUNTY requires the Primary Physician to refer any employee who does not pass the Heart/Lung portion(s) of the exam to the COUNTY's Risk Management Division within twenty-four (24) hours.

A7 PHYSICAL EXAMINATION REQUIREMENTS FOR EXISTING EMPLOYEES

Annual physical examinations shall be conducted in accordance with the provisions of NRS 617.455 and NRS 617.457 and NAC Chapter 617.

It is preferred that an Occupational Physician perform the Heart/Lung exams also in accordance with NRS 617.455 and NRS 617.457. Occupational and contagious diseases applying to law enforcement are outlined in NRS 617.450, NRS 617.481, NRS 617.485, and NRS 617.487

7.1 The following describes the services required for each physical examination panel.

7.1.1 Panel I - Employees under the age of forty (40) with less than five (5) years' service, required annually:

- 7.1.1.1 Physical examination and vital signs
- 7.1.1.2 Spirometry - Pulmonary Function Test
- 7.1.1.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.1.4 Urinalysis
- 7.1.1.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.1.6 Audiogram with interpretation (including annual reporting)
- 7.1.1.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
- 7.1.1.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.1.9 Heart-lung medical review letter – if needed
- 7.1.1.10 Blood pressure monitoring
- 7.1.1.11 Body Mass Index
- 7.1.1.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.1.13 Hepatitis C (screen antibody)

7.1.2 Panel II - Employees with more than five (5) years of service, required annually until age forty (40):

- 7.1.2.1 Physical examination and vital signs
- 7.1.2.2 Spirometry – Pulmonary Function Test
- 7.1.2.3 TB Skin Test or Quantiferon-Gold TB Test
- 7.1.2.4 Urinalysis
- 7.1.2.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)
- 7.1.2.6 Audiogram with interpretation (including annual reporting)
- 7.1.2.7 Two (2) View Chest X-ray interpreted by a Radiologist – **required every other year on even years**
- 7.1.2.8 Vision screening (Bailey-Lovie Wall Chart)
- 7.1.2.9 Heat-lung medical review letter – if needed
- 7.1.2.10 Blood pressure monitoring
- 7.1.2.11 Body Mass Index
- 7.1.2.12 Percent body fat by electrical impedance test or other approved medical procedure
- 7.1.2.13 Hepatitis C (screen antibody)

7.1.2.14 Resting EKG unless contradiction may require a Stress Treadmill

7.1.3 Panel III – Employees over the age of forty (40) with more than five (5) years of service require a basic physical with a **Chest X-ray and a Stress Treadmill EKG every year.**

7.1.3.1 Physical examination and vital signs

7.1.3.2 Spirometry – Pulmonary Function Test

7.1.3.3 TB Skin Test or Quantiferon-Gold TB Test

7.1.3.4 Urinalysis

7.1.3.5 Coronary Risk Panel (Chem Panel + CBC + UA + HDL + LDL)

7.1.3.6 Audiogram with interpretation (including annual reporting)

7.1.3.7 Two (2) View Chest X-ray interpreted by a Radiologist – required every year

7.1.3.8 Vision screening (Bailey-Lovie Wall Chart)

7.1.3.9 Heart-lung medical review letter – if needed

7.1.3.10 Blood pressure monitoring

7.1.3.11 Body Mass Index

7.1.3.12 Percent body fat by electrical impedance test or other approved medical procedure

7.1.3.13 Hepatitis C (screen antibody)

7.1.3.14 **Stress Treadmill EKG (read by Physician)**

7.2 As discussed in NRS 617.485.3(b), the CONTRACTOR shall administer Hepatitis A and B vaccinations to all designated employees.

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION REQUIREMENTS

B1 INSURANCE/INDEMNIFICATION

The COUNTY has established specific indemnification and insurance requirements for contracts with contractors to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. All conditions and requirements identified in this Section shall be completed prior to the commencement of any work under a contract.

B2 INDEMNIFICATION (SUCCESSFUL PROPOSER IS REFERRED TO AS A CONTRACTOR IN SECTIONS B1 THROUGH B11.3)

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising directly out of CONTRACTOR'S negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of or in connection with CONTRACTOR'S (or Sub-contractor, if any) acts or omissions, under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

CONTRACTOR must either defend COUNTY or upon determination that the work performed by CONTRACTOR was in any manner negligent or that CONTRACTOR failed to perform any duty set forth in this Agreement pay COUNTY'S cost of defense for any claim, demand, action or cause of action.

If COUNTY'S personnel (attorneys, engineers or other professionals) are involved in defending such legal actions, CONTRACTOR shall also reimburse COUNTY for the time spent by such personnel at the actual cost for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

B3 GENERAL INSURANCE REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance and General and Auto Liability Insurance, and Professionals Errors and Omissions Liability (Malpractice) Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

B4 INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any Agreement.

B5 MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

- 5.1 General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
- 5.2 Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
- 5.3 Professional Errors and Omissions Liability: \$1,000,000 per claim and \$2,000,000 as an annual aggregate. CONTRACTOR will maintain professional liability insurance during the length of this Contract and any subsequent contracts, and for a period of five (5) years from the termination date of this Contract. CONTRACTOR shall maintain the existing retroactive date on all future policies with the same insurance company and shall attempt to do so if CONTRACTOR changes insurance companies. In the event that CONTRACTOR goes out of business during the term of this Contract or the subsequent five (5) year period, CONTRACTOR shall purchase coverage for claims which occurred during the period that coverage was in effect but may be reported after

the expiration of the normal term of the insurance policy. Proof of payment shall be required by the CONTRACTOR.

B6 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Management Division prior to the change taking effect.

B7 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

7.1 General Liability Coverage's

- 7.1.1 COUNTY, its officers, agents, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; or premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to additional insured's, nor shall the rights of the additional insured's be affected by the insured's duties after an accident or loss.
- 7.1.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects to the COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- 7.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- 7.1.4 CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.1.5 CONTRACTOR'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

B8 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII, or through the use of a wholly owned insurance subsidiary ("Captive") as an alternative risk financing program. CONTRACTOR shall provide fully audited financial statements for the "Captive" at the request of the COUNTY. COUNTY, with the approval of the Risk Management Division, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

B9 VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

B10 SUB-CONTRACTORS

CONTRACTOR shall include all independent sub-contractors as insured's under its policies or furnish separate certificates and endorsements for each sub-contractor. Sub-contractor shall be subject to all of the requirements stated herein.

B11 MISCELLANEOUS CONDITIONS

- 11.1 CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
- 11.2 Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any sub-contractors under it.
- 11.3 In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option, terminate the Agreement.

**ATTACHMENT "C"
FEE SCHEDULE**

<u>Type of Examination</u>	<u>Cost per Exam</u>
Pre-Employment Examination with Stress Treadmill	\$409.46
Pre-Employment Examination without Stress Treadmill w/resting EKG	\$336.71
Panel One (1) Annual Examination with Two (2) View Chest X-ray	\$267.84
Panel One (1) Annual Examination without Two (2) View Chest X-ray	\$229.04
Panel Two (2) Annual Examination with Two (2) View Chest X-ray	\$306.64
Panel Two (2) Annual Examination without Two (2) View Chest X-ray	\$267.84
Panel Three (3) Annual Examination	\$379.34

<u>Misc. Services Separate from Pre-Employment/Annual Exams</u>	<u>Cost per Test, Screen, Shot, or Hour</u>
Audiogram with Interpretation	\$24.25
Urine/Drug	\$32.98
PSA	\$24.25
Hepatitis A Vaccine – Two (2) shot series – cost per shot	\$72.75
Hepatitis B Vaccine – Three (3) shot series – cost per shot	\$58.20
Hepatitis A/B Combination – cost per shot	\$100.88
Hepatitis Titer A, B, C Blood Tests:	
Hepatitis A (screen antibody)	\$33.95
Hepatitis B (screen antigen)	\$20.37
Hepatitis B (screen antibody)	\$19.40
Hepatitis C (screen antibody)	\$19.40
Hepatitis Panel A, B, C	\$77.60
Travel time for on-site shot(s) - two (2) hours allowed per visit	\$100.00
Physical Exam and Vital Signs	\$77.72
Spirometry – Breathing Test	\$48.50
TB Skin Test	\$25.00
Quantiferon-Gold TB Test	\$75.00
Lab Tests (Chem Panel+UA+CBC+Lipid Panel)	\$46.56
Resting EKG	\$61.11
Stress Treadmill EKG (read by Physician)	\$155.20
Stress Treadmill EKG (read by Cardiologist)	\$309.00
Two (2) View Chest X-ray (Radiologist Review)	\$67.90
Department of Transportation Physical for CDL License (if separate from Annual Physical)	\$75.00
Medical Consultation - cost per hour if consult billed to Washoe County	\$200.00
Testifying Fee – cost per hour	\$200.00
OSHA Respiratory Questionnaire and Clearance Letter	\$29.10
Other (describe service)	<i>Refer to SON MSA #3148</i>
<i>ARC hereby invites Washoe County to enact the Joinder Provision of MSA #3148 for other services</i>	
Mobile On-Site Fee for Annual Physical (<i>Reduced local rate</i>)	\$45.00

Note: Fee Schedule service cost includes completion and return of all required medical forms, reports, and test results to WCSO.